

BILL NO. 14-2010

AN ORDINANCE

AUTHORIZING THE MAYOR TO EXECUTE THE INTERGOVERNMENTAL COOPERATION AGREEMENT BETWEEN THE CITY OF READING AND THE READING SCHOOL DISTRICT FOR RECYCLING COLLECTION SERVICE.

WHEREAS, the City of Reading desires to provide recycling collection service to the Reading School District; and

WHEREAS, the Reading School District desires that the City of Reading provide recycling collection service to said school district; and

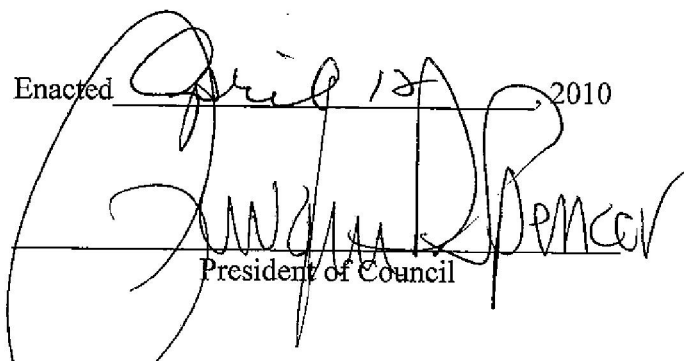
WHEREAS, the City of Reading and the Reading School District desire to enter into an intergovernmental cooperation agreement to memorialize the terms and conditions of the recycling collection service,

NOW, THEREFORE THE COUNCIL OF THE CITY OF READING HEREBY ORDAINS AS FOLLOWS:

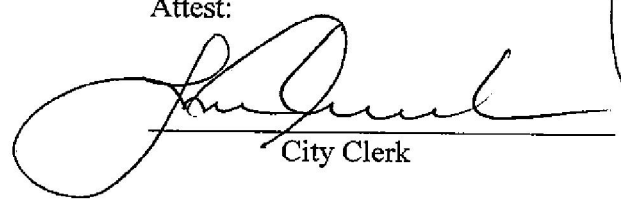
SECTION 1. The Mayor is authorized to execute the Intergovernmental Cooperation Agreement between the City of Reading and the Reading School District for the recycling collection service (see attachment) as well as any and all other required documents to facilitate and effectuate said recycling collection service.

SECTION 2. This Ordinance shall be effective ten (10) days after passage pursuant the City of Reading Home Rule Charter Article II, Sections 219 & 221.

Enacted April 12, 2010

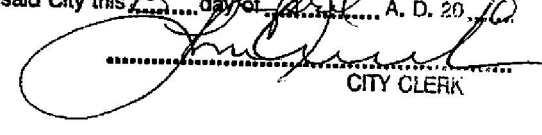

President of Council


Attest:


City Clerk


(LAW)

I, LINDA A. KELLEHER, City Clerk of the City of Reading, Pa., do hereby certify, that the foregoing is a true and correct copy of the original Ordinance passed by the Council of the City of Reading, on the 12 day of April, A. D. 20 10. Witness my hand and seal of the said City this 13 day of April, A. D. 20 10.



CITY CLERK

Submitted to Mayor: 

Date: 4/13/10

Received by the Mayor's Office: 

Date: 4/13/10

Approved by Mayor: 

Date: 4/13/10

Vetoed by Mayor: _____

Date: _____

INTERGOVERNMENTAL COOPERATION AGREEMENT

THIS AGREEMENT, made and concluded this _____ day of _____, in the year two thousand and _____ (20__), by and between the CITY OF READING, a municipal corporation of the Commonwealth of Pennsylvania, with its principal office located at 815 Washington Street, Reading, PA 19601 (Berks County), hereinafter referred to as "CITY", and the READING SCHOOL DISTRICT, a third class school district of the Commonwealth of Pennsylvania, with its principal office located at 800 Washington Street, Reading, PA 19601 (Berks County), hereinafter referred to as "SCHOOL DISTRICT", pursuant to law (53 Pa.C.S.A. section 2301 et seq.) and to the provisions and requirements of the ordinance (Bill No. _____) of the CITY and resolution (_____) of the SCHOOL DISTRICT.

WITNESSETH, that the parties, CITY and SCHOOL DISTRICT, to these presents, each in consideration of the agreements on the part of the other herein contained, have agreed, and hereby do agree, the CITY for itself, its successors and assigns, and the SCHOOL DISTRICT for itself, its successors and assigns as follows:

1. The CITY will provide recycling collection service to the SCHOOL DISTRICT at the sites listed on Exhibit A.
2. A pilot program of recycling collection shall start in March, 2010. Full service collections will be begin April, 2010 with material from the SCHOOL DISTRICT'S cafeterias, offices and classrooms.

3. The materials to be recycled include mixed paper and commingled items.
4. The CITY will provide a sufficient number of suitable containers at no cost to the SCHOOL DISTRICT for inside use in cafeterias, offices and classrooms.
5. Collection service frequency and schedule shall be established and adjusted by mutual agreement with the volume of recyclable material generated being the primary consideration.
6. The CITY'S Solid Waste Division shall provide advice and assistance to the SCHOOL DISTRICT in establishing internal collection procedures, including staff time.
7. The SCHOOL DISTRICT agrees to foster and promote direct student involvement in the internal collections of recyclable material.
8. In addition to other provisions herein stated, the CITY shall provide and service dual compartment recycling containers at the entrance and exit of each school. The maximum number of said dual compartment containers shall be determined by the CITY and SCHOOL DISTRICT.
9. The term of this Agreement shall be for three (3) years unless extended by mutual agreement under conditions and terms as determined.
10. The fee for the recycling service shall be as follows: Year One (2010) - \$48,800 (prorated taking into consideration the March pilot program and full service collection commencing in April); Year Two (2011) - \$48,800; and Year Three (2012) - \$49,600. Fees shall be billed and payable in quarterly installments. Payments shall be due when billed and received. Payments not received by the CITY within thirty (30) days of billing date shall be subject to a late fee of one-half per cent (1/2%)/month.

11. Yearly proceeds up to \$_____ from the sale of the recyclable material shall be retained by the CITY. Remaining proceeds shall be divided as follows: Sixty per cent (60%) to the SCHOOL DISTRICT and Forty per cent (40%) to the CITY.

12. The SCHOOL DISTRICT agrees to make a one time payment of \$5,196 payable to the CITY union fund within thirty (30) days of executing this Agreement.

13. This Agreement may be amended and/or modified only in writing upon consent of both parties.

14. The CITY and the SCHOOL DISTRICT agree to indemnify each other for any and all claims which may arise from this Agreement which are brought or claimed by third party entities.

15. The SCHOOL DISTRICT agrees to give reasonable access to its schools to the CITY and its employees in order to perform the recycling collection services set forth herein.

WHEREFORE, the parties hereto intending to be legally bound hereto set their hands and seals this _____ day of _____, 20____.

CITY OF READING

READING SCHOOL DISTRICT

By:

By:

Attest:

Attest: